

1 GUIDO SAVERI (Bar No. 22349)
Email: guido@saveri.com
2 R. ALEXANDER SAVERI (Bar No. 173102)
Email: rick@saveri.com
3 GEOFFREY C. RUSHING (Bar No. 126910)
Email: grushing@saveri.com
4 **SAVERI & SAVERI, INC.**
706 Sansome Street
5 San Francisco, California 94111
Telephone: (415) 217-6810
6 Facsimile: (415) 217-6913

7 *Interim Lead Counsel for the*
8 *Direct Purchaser Plaintiffs Class*

9 JOEL S. SANDERS (Bar. No. 107234)
Email: jsanders@gibsondunn.com
10 **GIBSON, DUNN & CRUTCHER, LLP**
555 Mission St., Suite 3000
11 San Francisco, CA 94105-2933
Telephone: (415) 393-8200
12 Facsimile: (415) 393-8306

13 *Attorneys for Defendants*
14 *Chunghwa Picture Tubes, Ltd.*

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18
19 **In re: CATHODE RAY TUBE (CRT)**
ANTITRUST LITIGATION

20 This Document Relates to:
21
22 **ALL DIRECT PURCHASER ACTIONS**

Case No. 07-5944 SC

MDL No. 1917

STIPULATION AND [PROPOSED]
ORDER TO AMEND ESCROW
AGREEMENT

WHEREAS, Direct Purchaser Plaintiffs ("DPPs") and Chunghwa Picture Tubes, Ltd. ("CPT") entered into a Settlement Agreement dated April 8, 2009 ("Settlement Agreement"), which provides for the establishment of an escrow agreement;

WHEREAS, DPPs and CPT entered into an Escrow Agreement on July 27, 2009 ("Escrow Agreement") thereby appointing Union Bank, N.A. as "Escrow Agent".

WHEREAS, on October 19, 2012, the Court entered an Order Granting Final Approval of Class Action Settlements with CPT and a Final Judgment of Dismissal with Prejudice as to Defendants Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. and Chunghwa Picture Tubes, Ltd. (Dkt. Nos. 1412 and 1414 respectively);

WHEREAS, the time to appeal from the Court's Order and Final Judgment has expired and the settlement is now final as defined in paragraph 11 of the Settlement Agreement; and

WHEREAS, the DPPs and CPT desire to amend the terms of the Escrow Agreement to remove CPT as a party to said Escrow Agreement.

IT IS HEREBY STIPULATED AND AGREED by and between counsel for the undersigned parties that:

CPT shall no longer be a party to the Escrow Agreement and the signature of its counsel shall no longer be required as an "Authorized Person".

Dated: July 19, 2013

SAVERI & SAVERI, INC.

By: /s/ Guido Saveri

GUIDO SAVERI (Bar No. 22349)

Email: guido@saveri.com

R. ALEXANDER SAVERI (Bar No. 173102)

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706 Sansome Street

San Francisco, California 94111

Telephone: (415) 217-6810

Facsimile: (415) 217-6913

*Interim Lead Counsel for the
Direct Purchaser Plaintiffs*

GIBSON DUNN & CRUTCHER, LLP

By: /s/ Joel S. Sanders
JOEL S. SANDERS (Bar. No. 107234)
Email: jsanders@gibsondunn.com
GIBSON, DUNN & CRUTCHER, LLP
555 Mission St., Suite 3000
San Francisco, CA 94105-2933
Telephone: (415) 393-8200
Facsimile: (415) 393-8306

*Attorneys for Defendants
Chunghwa Picture Tubes, Ltd.*

ATTESTATION PURSUANT TO GENERAL ORDER 45

I, Guido Saveri, attest that concurrence in the filing of this document has been obtained from all signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed July 19, 2013, at San Francisco, California.

/s/ Guido Saveri

**PURSUANT TO STIPULATION, IT IS SO
RECOMMENDED.**

Dated: _____

Hon. Charles A. Legge
Special Master

**PURSUANT TO STIPULATION, IT IS SO
ORDERED.**

Dated: _____

Hon. Samuel Conti
United States District Judge

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